

**EXHIBIT "B"**

Keep in JT

### Contract for Web Site Hosting

The following agreement is by and between D. C. Helms, Inc. (DCH) at the following address 561 Memorial Pky, Phillipsburg, NJ 08865 and

Hagelin & Company Inc.

(Client) of

200 Meister Ave, Branchburg, NJ

(Address)

WHEREAS, DCH is a Web Site Development, Hosting and Programming service connected to the Internet DCH offers Design, Hosting and Programming services over the Internet through access to its Web Server.

WHEREAS, Client seeks to utilize DCH's Deluxe server with 400 megabytes of space for its own purpose, Hosting Website, Flavortype Application Database, Pop Email Accounts, etc.

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, can make no guarantee that any given reader shall be able to access DCH's server at any given time. DCH represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

#### I. Financial Arrangements

1. Client agrees to a one (1) month contract, beginning upon DCH's receipt of 1/3 payment of estimated total cost of \$4649.00 this includes the first year payment of \$349.00 for the secure certificate each additional year is \$249.00. Then 1/3 payment upon completion of DCH's work and 1/3 payment after 30 days of testing. Client agrees to pay DCH for services rendered pursuant to the payment schedule above. See attached sheets for specifications and additional terms. DCH reserves the right to modify the rate schedule at any time of not more than 10% with 30 days notice and not more than a total of 20% in one years time.
2. First one (1) month payment (\$110.00) for hosting shall be due upon acceptance of contract.
3. The agreement will automatically renew for successive one (1) month period unless cancelled in writing prior to the monthly renewal date. Client will receive an invoice for charges and payment is due upon receipt.
4. Any payment late more than 30 days we have the right to terminate service after notification.

#### II. Taxes

DCH shall not be liable for any taxes or other fees to be paid in accordance with or related purchases made from Client or DCH's server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

#### III. Material and Products

1. Client will provide DCH with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of DCH, in the event that manipulation is required this will be changed accordingly. DCH shall make no effort to validate the information for content, correctness, or usability.

2. DCH will exercise no control whatsoever over the content of the information passing through the network. DCH makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. DCH also disclaims any warranty of merchant-ability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of DCH is at the Client's own risk and DCH specifically denies any responsibility for the accuracy or quality of information obtained through its services. DCH expressly limits its damages to the Client for any non-accessibility time or other down time to the prorated monthly charge during the system unavailability. DCH specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", DCH agrees to notify Client immediately of its refusal of the material and afford Client the opportunity to amend or modify the material to satisfy the needs and/or requirements of DCH.

#### IV. Trademarks & Copyrights

Client warrants that it has the right to use the applicable trademarks, and or copyrights if any, and grants DCH the right to use such trademarks and copyrights in connection with DCH's Server service.

#### V. Hardware, Equipment & Software

The customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access DCH. DCH makes no representations, warranties, or assurances that the Customer's equipment will be compatible with the DCH service.

#### VI. Termination

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notwithstanding the above, DCH may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement.

#### VII. Limited Liability

1. Client expressly agrees that use of DCH's Server is at Client's sole risk. Neither DCH, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that DCH's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the DCH Server service, unless otherwise expressly stated in this Agreement.
2. Under no circumstances, including negligence, shall DCH, its officers, agents or any one else involved in creating, hosting, producing or distributing DCH's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the DCH Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to DCH's records, programs or services. Client hereby acknowledges that this paragraph shall apply all content on DCH's Server service. DCH assures its clients that every effort will be taken to keep any confidential information confidential and secure.
3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

**VIII. Lawful Purpose**

Client may only use DCH's Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or "ADULT", or material protected by trade secrets is prohibited and service can be terminated without notice. Use of DCH's facilities for bulk e-mail of any kind (spam or UCE) is discouraged and if complaints are registered must be immediately halted or service will be terminated without notice.

**IX. Indemnification**

Client agrees that it shall defend, indemnify, save and hold DCH harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against DCH, its agents, its customers, servants officers and employees; that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless DCH against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with DCH's Server (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on DCH Server.

This Agreement constitutes the entire understanding of the parties. Any changes or specifications thereto must be in writing and signed by both parties.

This Agreement shall be governed and constructed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

Hagelin & Company Inc.

Client Name

Date

*Ray D. Helms, President* 11/9/01

Signature & Title

Date

D.C. Helms, Inc.

Date

*D. Clinton Helms, President* 11-9-01

Signature & Title

Date

## **SPECIFICATION SHEET**

**PRODUCT:** *Nat Strawberry Rhubarb Flavor WONF # 671816*

**APPEARANCE:** *Clear light amber liquid*

**FLAVOR/AROMA:** *Characteristic strawberry rhubarb flavor & aroma*

**SPECIFIC GRAVITY @ 20° C:** *0.992 – 1.092 gm/ml*

**WEIGHT (lbs) /GALLON:** *8.69 lb/gal*

**REFRACTIVE INDEX @ 20° C:** *0.922 – 1.462*

**FLASH POINT:** *97° F (closed cup)*

**REGULATORY:** **All flavor ingredients contained in this product are approved for use in a regulation of the Food and Drug Administration and/or are listed on an industry standard list (FEMA/GRAS).**

**NON-FLAVORING INGREDIENTS:** *Propylene Glycol, Ethyl Alcohol, Partially Inverted Sugar Syrup, water*

**STORAGE:** **Store in tightly sealed container away from excessive heat or direct sunlight at ambient (~ 70° f) temperature.**

**STABILITY:** **6 months at above storage conditions.**

**Date:** *09-26-06*

Hagefin & Company, Inc. is unable to anticipate all conditions under which the above information and our products may be used. Customers are advised to perform their own tests to determine the safety and suitability of each product for their own purposes. Our recommendations and suggestions are made with no guarantee or warranty stated or implied, since conditions of use are beyond our control. We reserve the right to adjust or update this information, as new data becomes available.

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**Functional Specification for:  
Hagelin & Co. Flavortype Selection Database Application**

**Summary**

This document describes the proposed functional details of the Flavortype Selection Application. All design work for the Flavortype Application will conform with the criteria described in this document.

**Overview**

The Hagelin & Co. Flavortype Application will be an internet-based, database dependent application which allows Hagelin to manage a flavortype database. The Flavortype Application will allow Hagelin the ability to provide access to the Application via the internet, with limited permissions.

Data security is a primary concern of Hagelin, and all transactions between the Application users web browser and the internet database server will be conducted over a secure HTTP connection to avoid compromising proprietary data or Flavortype Application software.

The Hagelin Flavortype Application interface will require a web browser which is both a) capable of communicating over a secure HTTP connection; and b) able to accept and send cookies. Nearly all web browsers released in the past few years support these capabilities.

Certain Application administrative tasks may be performed via a secure shell (SSH) interface, which requires a secure telnet client.

All user and administrative interaction with the Hagelin Application will be conducted using secure HTTP protocols whenever sensitive data (such as user names and passwords) may be used to compromise application or proprietary data integrity.

There will be no aspects of the Hagelin Flavortype Application which place any platform or browser dependencies on Application administrators or users.

**Hosting -**

**Service: Hagelin's Deluxe Server specifications:**

400 Megabytes of Space, Unlimited Hits & Transfer, World Wide Web Server (www.hagelin.com), Administrator FTP Account, Administrator Telnet Account, Perl, PHP/FI, Database Support Including MySQL, mSQL, PostgreSQL, Java Based Graphical Interface, Access to your own passwd, aliases, httpd.conf, and other configuration files, Unlimited Email Aliases & Auto Responders, Unlimited POP Email Accounts, Unlimited Mailing Lists, Unlimited Password Protected FTP Accounts, Log Files & Configurable Statistics, cgi-bin Directory, Real Audio/Video Basic Server, Instructions for Installing Scripts Including Counters, Form Mail, Guest Books, Web Based Email, Instant Recovery from Online Backups, Unlimited Email Support, Virtual Hosting Support.

**Hardware:**

There will be no "hardware-dependent" (i.e., Intel x86, Alpha, Sparc) code within the Hagelin Flavortype Application.

**Platform:**

The Hagelin Flavortype Application will be built on an internet server which uses the FreeBSD operating system. FreeBSD is a freely available Berkley Unix derivative which is very highly regarded for stability, performance and security and is very widely used by internet service and webhosting providers worldwide.

Though the Hagelin Flavortype Application will not include any "platform-dependent" code which is specific to FreeBSD, the application does require a Unix (clone or derivative) operating platform, such as FreeBSD, Linux, Solaris, etc. All application final acceptance testing will be performed with the Flavortype Application running on a FreeBSD server.

More specifically, the Hagelin Flavortype Application WILL deploy certain core Unix architecture utilities (such as filemode and file permission utilities) which ARE NOT AVAILABLE on Microsoft platforms. The Hagelin Flavortype Application WILL NOT be tested or run ANY Microsoft platform, nor will its usage on Microsoft platforms be recommended, guaranteed or in any way supported by DC Helms Inc.

Further, the Hagelin Flavortype Application DOES require additional third-party software which is more widely used and tested on Unix platforms.

**Required Software:**

The Hagelin Flavortype Application will require additional third-party software. All required third party software will be provided and configured by D.C. Helms Inc. with respect to any data security concerns on behalf of Hagelin.

The Hagelin Flavortype Application requires:

- Apache Webserver w/ Secure Socket Layer capabilities
- PHP Interpreter installed as Apache Dynamically Shared Object
- Perl interpreter
- MySQL Relational Database Management System
- Unix shell (bash,ksh) for installation utilities.

**Application Design**

The Hagelin Flavortype Application will be written using the-PHP (PHP Hypertext Preprocessor) programming language. PHP is a widely used server-side programming language which allows for dynamic web content generation while providing tight integration with a wide variety of databases.

PHP is in interpreted language, which means that PHP applications do not get compiled prior to runtime. In order for PHP code to execute, it must be passed through an interpreter. The Hagelin Flavortype Application will run the required PHP interpreter as a "shared object", which means that all Application code will run within the webserver process.

The Flavortype Application will essentially be a real-time reflection of data stored in various tables on a remote server. As a result of this design, there will be virtually no need for "static" HTML pages; instead server-side applications will dynamically generate the HTML which gets sent to the user's web browser.

The usage of PHP as the application programming language places absolutely no browser-specific requirements on Application usage or administration. All PHP application code is executed on the server, within the webserver process, and no application code or direct data access methods are executed on the user web browser. Since the Application will not require any client-side plug-ins or interpreters, usage will be compatible with a very wide array of web browsers, including Microsoft Internet Explorer (version 3 or later), Netscape Navigator (version 2 or later), Mozilla, Opera, as well as many commonly used web-enabled desktop environments used by newer Microsoft platforms, as well as the KDE and Gnome desktop environments, which are popular on many Unix platforms.

The Hagelin Flavortype Application will minimize the use of graphics in order to minimize network data transfer latencies while maintaining compatibility with text-based web browsers (such as Lynx) and "graphically challenged" web enabled personal communications devices.

### Ownership

D.C. Helms Inc. agrees not to market this specific software application to any of Hagelin's competitors. Hagelin & Company retains all rights to the specific Flavortype Application software developed for Hagelin & Company by D.C. Helms Inc.

Both D.C. Helms Inc. and Hagelin & Company understand that the right of ownership includes the right to alter, modify, damage or destroy any data required by the Flavortype Application and/or the operating system, hosting environment or required third-party applications, resulting in changes which may make the Flavortype Application insecure, unstable or inoperable. D.C. Helms Inc. will NOT be held responsible or assume any liability for changes made in the Flavortype Application software, or any of its dependencies or configuration files, made by the owner(s), end user(s) or any other third party.

If Hagelin and Company require additional support to maintain or modify the Flavortype Application software, and/or its operating environment or dependent third-party applications after acceptance, the additional costs will be billed accordingly.



## **Confidentiality**

D.C. Helms Inc. agrees to keep all information regarding the development and application of this software confidential.

## **Core Application Utilities**

The Hagelin-Flavortype Application will require certain core software components which are used in every instance of the Application.

## **Session Management**

By default, HTTP client-server communications are stateless. This means that there is no inherent method for a web server to know what unique user is accessing documents or data on the webserver. In order for the web server to "maintain state" between unique application users, the web server will use cookies to track unique and concurrent users. A cookie is piece of data which is (usually) set by the web server, and stored in memory (or on disk) on the client web browser. Each subsequent request from that client web browser to the server which set the cookie, will contain the cookie data. This exchange of data between web server and client browser is completely transparent to web clients who use browsers which support cookies.

The Session Management module used in the Hagelin Flavortype Application will use a randomly generated 8 - 32 character string, set as a cookie, to track unique users. The Session Management module will also be used to store data about each unique user, including the client IP address, web browser, the client user access level and id, and the client's ability to accept and send cookie data. As a security measure, the cookie set by the Session Management module will NOT be stored on disk on the client browser.

All communication between the web application server and web client browsers will require the Session Management module; each unique instance interaction between the web server and a specific client browser will be considered a session. All sessions are maintained on the server, and will be automatically deleted after a period of inactivity.

## **Security**

Every "page" used in the Hagelin Flavortype Application will have a required security value, which will be checked against the user level value associated with each unique session. This allows for minimal client-server communications overhead: each client user sends its unique session key to the server with the page request; all security checking and user level validation occurs on the webserver.

All communications between client and server will require database connection code which supports the ability to read and write session security data. The database connection code used by the Security and Session Management modules will be common to all users of the Hagelin Flavortype Application.

### **Flavortype Application**

A security model of this nature requires respect of the inherent file and process security on Unix platforms: i.e., the web server process runs as one system user, database connections are made by a single system user but offer a user management layer which is independent of the system to access raw data files, and the Hagelin application will use an additional User Management model which is independent of both the system and the database engine. By implementing this multi-tiered security model, a much greater degree of security is offered, since a username and password combination required by the Application does NOT offer access to the system (via telnet, rlogin, secure shell, ftp, etc), nor does it allow users to connect directly to the database engine with their username and password from a remote server.

### **Common Interface Application Utilities**

#### **Login and User Management**

All users and administrators of the Hagelin Flavortype Application will have unique user login names and passwords. All login transactions will be conducted using secure HTTP protocols. The user names and passwords used by the Hagelin Flavortype Application will NOT be "system level" or "shell access level" accounts on the server; that is Application users and administrators will NOT be able to login to the server via other TCP/IP protocols (such as telnet, secure shell, FTP, mail, etc) with their Flavortype Application username and password. This is a fairly obvious (but very important) component of the security model which the Hagelin Application will use: Application users are NOT system users!

All user names and passwords will be stored in a database table on the webserver, which is accessible by all users to select and update user data. All user passwords will be encrypted prior to being stored on the server. Another (not so obvious, but equally important) component of the security model which will be used the Hagelin Application: Application users are NOT database users!

Every Flavortype Application user will have an assigned user level, which will be an integer value between 0 (zero) and 9 (nine). User level values are incremental in nature, with level 9 granting full access to all data used by all modules within the Hagelin Flavortype Application, and user level 0 granting no access to any data (except session data, which uses a database connection connection which is entirely user independent).

All Flavortype Application users will be associated with either the Hagelin Company, or one of its client companies.

**The login process shall consist of the following steps:**

- 1) Initialize a unique session between the web server and client.
- 2) Return an Application Login Form to the client browser via a secure HTTP socket.
- 3) Return the completed login form (Application user name and user password) to the server via a secure HTTP connection.
- 4) If the user name and password provided by the client are valid, the session table is updated with the users unique id and user access level. The user table on the server will be updated to reflect the users new last login time, and the HTTP request will be redirected to a page reflecting options available to users of that access level. If the supplied username and password are not valid, OR the user level associated with the user are insufficient to perform the requested action, the Application Login Form will be returned to the user and after three unsuccessful attempts will be terminated with a notification to the User and Hagelin.

Once a user has successfully logged into the Flavortype Application, all subsequent requests from that user will be sent to the server with the clients unique session cookie identifier, which will be used to associate the permissions of that client against the required permission of the requested page. This allows for communication between server and client which does not require that a username and password be sent with each request, just the cookie data which identifies the users unique session.

**Hagelin Administrative Utilities**

The Hagelin Flavortype Application will provide Hagelin employees and Application administrators with all necessary utilities to add, view, edit and delete Application Data. This data shall include:

Flavortype Information Data  
Flavortype Description Definitions  
End Use Categories  
Client Sample Request Data  
Client Address and Shipping Data  
Flavortype Application User Data  
*Special Instructions*

*DC H/RMD*

Determination of administrative access will rely on a user access level, which (as described above) is an integer value between zero and nine. As users are added to the system, each user will be associated with either Hagelin and Company, or a Hagelin client. Each user will also be assigned an access level. In turn, different user access levels can be used to alter the following properties of a session:

- the type of connection used by the Application to communicate with the database. For example, a user logging into the Flavortype Application as an employee of Hagelin will (usually!) have a greater access level than that of any of Hagelin's client users. Therefore, the connection to the

database used when a Hagelin employee user logs into the system will provide support for a greater degree of functions.

- the available options (links, buttons, etc) displayed on the client browser interface.

Though the actual process of the Flavortype Application establishing a connection to the database is completely transparent to Application users, using this method assures that unauthorized users will not be able to modify data that they don't own by not providing them clickable links or buttons associated with prohibited use, but the connection that their application instance makes with the database will not support altering or deleting data.

By implementing ten distinct user levels, a great deal of flexibility can be utilized by Application administrators.

Additionally, a Hagelin Application administrator should be able to access the web database server to perform any necessary administrative duties. Though the Flavortype Application won't require that an administrator be able to operate through a secure telnet session, each administrator should have the capability of being able to access the server with a system-level user account.

#### **Hagelin & Company Utilities**

The Hagelin Flavortype Application will allow Hagelin employees access to the Application to perform the following activities:

- View, process and update Sample Order Request Data;
- View, update, insert and delete data from the Flavortype Information and Description tables;

#### **Hagelin Client Access Utilities**

The Hagelin Flavortype Application will provide an internet portal for Hagelin clients to perform the following actions:

- Search database Flavortype Information and Description tables;
- Select a Flavortype and construct a sample request order based on either the result of a Description - Definition keyword search, and/or from a list of distinct flavor types;
- Establish a means of relaying the result of a failed search or flavor-type selection to Hagelin personnel in the event that they can't locate what they're looking for. The program will generate a Sample Request Order notification with the user information.

In the event that the user flavortype search is successful, the user will be able to create a sample order request online. That sample request will be used by Hagelin employees to generate a pick ticket (shipping invoice) used to fulfill the sample order request.

The application estimate provided previously does NOT include the functionality to conduct full "online ordering" or "paid" transactions. If this is a possibility for the future, we'd sure like to know NOW, so that any current application design is done in such a manner so that it won't interfere or preclude future potential. This does not affect cost.

**Sample Order Request information shall include:**

- The real and Application name of the user making the sample request;
  - A solubility selection (water or oil);
  - Kosher requirements (if applicable);
  - The requested sample format (liquid or powder);
  - The shipping address associated with the client;
  - Required delivery date;
  - Sample size (1,2,4 oz);
  - The selected flavor type;
  - The description (key words) and definitions of the flavortype;
- \*This information is included in the order detail form.

**Documentation**

D. C. Helms Inc. will provide Hagelin and Company with any documentation required to use and administer the Flavortype Application software in an online format. Any additional documentation (online or printed) regarding the application operating environment or required third-party application software can be purchased separately, or acquired via a variety of online sources.